

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

BAOMIN ZHOU,

Plaintiffs,

-against-

WAI REALTY CORP., QUEEN'S JADE, INC., JOHN  
WAI and DING WAI,

Defendants.

Case No. 1:19-cv-03537

**DEFENDANTS' ANSWER TO COMPLAINT**

Defendants WAI REALTY CORP., QUEEN'S JADE, INC., JOHN WAI and DING WAI ("Defendants") by and through their undersigned counsel, hereby respond to the Complaint according to the numbered paragraphs thereof:

**INTRODUCTION**

1. Defendants deny the allegations set forth in Paragraph "1" of the Complaint.
2. Defendants deny the allegations set forth in Paragraph "2" of the Complaint.
3. Defendants deny the allegations contained in Paragraph "3" of the Complaint.
4. Defendants deny the allegations contained in Paragraph "4" of the Complaint.
5. Defendants deny the allegations contained in Paragraph "5" of the Complaint.
6. Defendants deny the allegations contained in Paragraph "6" of the Complaint.
7. Defendants deny the allegations contained in Paragraph "7" of the Complaint.

**JURISDICTION**

8. Defendants state that the allegations in Paragraph "8" of the Complaint are statements or conclusions of law not subject to admission or denial.

9. Defendants admit the allegations contained in Paragraph “9” of the Complaint.

10. Defendants state that the allegations in Paragraph “10” of the Complaint are statements or conclusions of law not subject to admission or denial.

### **VENUE**

11. Defendants state that the allegations in Paragraph “11” of the Complaint are statements or conclusions of law not subject to admission or denial.

12. Defendants state that the allegations in Paragraph “12” of the Complaint are statements or conclusions of law not subject to admission or denial.

### **Plaintiff**

13. Defendants deny the allegations contained in Paragraph “13” of the Complaint, except admit that Plaintiff is a natural person who was employed by Defendants as a building superintendent, handyman and contractor at real properties owned by Defendants.

### **DEFENDANTS**

#### **Corporate Defendants**

#### **WAI REALTY CORP.**

15. Defendants deny the allegations contained in Paragraph “15” of the Complaint except admit that WAI REALTY CORP. is a domestic for-profit corporation organized under the laws of the State of New York.

16. Defendants admit the allegations contained in Paragraph “16” of the Complaint.

17. Defendants deny the allegations contained in Paragraph “17” of the Complaint.

18. Defendants deny the allegations contained in Paragraph “18” of the Complaint.

19. Defendants deny the allegations contained in Paragraph “19” of the Complaint.

20. Defendants admit the allegations contained in Paragraph “20” of the Complaint.

21. Defendants deny the allegations contained in Paragraph “21” of the Complaint.

QUEEN’S JADE INC.

22. Defendants deny the allegations contained in Paragraph “15” of the Complaint except admit that QUEEN’S JADE INC.. is a domestic for-profit corporation organized under the laws of the State of New York.

23. Defendants admit the allegations contained in Paragraph “23” of the Complaint.

24. Defendants deny the allegations contained in Paragraph “24” of the Complaint.

25. Defendants deny the allegations contained in Paragraph “25” of the Complaint.

26. Defendants deny the allegations contained in Paragraph “26” of the Complaint.

27. Defendants admit the allegations contained in Paragraph “27” of the Complaint.

28. Defendants admit the allegations contained in Paragraph “28” of the Complaint.

Owner/Operator Defendants: JOHN WAI and DING WAI

22. Defendants deny the allegations contained in Paragraph “22” of the Complaint except admit that at all relevant times JOHN WAI a/k/a DING WAI were in charge of QUEEN’S JADE INC.. and WAI REALTY CORP.

23. Defendants admit the allegations in Paragraph “23” of the Complaint.

24. Defendants deny the allegations in Paragraph “24” of the Complaint.

25. Defendants deny the allegations in Paragraph “25” of the Complaint.

**STATEMENT OF FACTS**

25. Defendants deny the allegations in Paragraph “25” of the Complaint.

Plaintiff's Wages

26. Defendants deny the allegations in Paragraph "26" of the Complaint, except admit, upon information and belief, Plaintiff was hired on or about 6/1/16.

27. Defendants admit the allegations in Paragraph "27" of the Complaint.

28. Defendants deny the allegations in Paragraph "28" of the Complaint.

29. Defendants deny the allegations in Paragraph "29" of the Complaint.

30. Defendants deny the allegations in Paragraph "30" of the Complaint, except admit that Plaintiff's last day of work was on or about 4/8/19.

31. Defendants deny the allegations in Paragraph "31" of the Complaint.

32. Defendants deny the allegations in Paragraph "32" of the Complaint.

Defendants' Renovation Projects

33. Defendants deny the allegations in Paragraph "33" of the Complaint.

34. Defendants deny the allegations in Paragraph "34" of the Complaint.

35. Defendants deny the allegations in Paragraph "35" of the Complaint., except admit that Plaintiff voluntarily undertook contractor/renovation assignments for which he was paid separately.

36. Defendants deny the allegations in Paragraph "36" of the Complaint.

37. Defendants deny the allegations in Paragraph "37" of the Complaint.

38. Defendants deny the allegations in Paragraph "38" of the Complaint.

39. Defendants deny the allegations in Paragraph "39" of the Complaint.

40. Defendants deny the allegations in Paragraph "40" of the Complaint.

41. Defendants deny the allegations in Paragraph "41" of the Complaint.

- 42. Defendants deny the allegations in Paragraph "42" of the Complaint.
- 43. Defendants deny the allegations in Paragraph "43" of the Complaint.
- 44. Defendants deny the allegations in Paragraph "44" of the Complaint.
- 45. Defendants deny the allegations in Paragraph "45" of the Complaint.
- 46. Defendants deny the allegations in Paragraph "46" of the Complaint.
- 47. Defendants deny the allegations in Paragraph "47" of the Complaint.
- 48. Defendants deny the allegations in Paragraph "48" of the Complaint.

Compliance

- 49. Defendants deny the allegations set forth in Paragraph "49" of the Complaint.
- 50. Defendants deny the allegations contained in Paragraph "50" of the Complaint.
- 51. Defendants deny the allegations contained in Paragraph "51" of the Complaint.
- 52. Defendants deny the allegations contained in Paragraph "52" of the Complaint.
- 53. Defendants deny the allegations contained in Paragraph "53" of the Complaint.
- 54. Defendants deny the allegations contained in Paragraph "54" of the Complaint.
- 55. Defendants deny the allegations contained in Paragraph "55" of the Complaint.
- 56. Defendants deny the allegations contained in Paragraph "56" of the Complaint.
- 57. Defendants deny the allegations contained in Paragraph "57" of the Complaint.

**STATEMENT OF CLAIMS**

**Count 1. FLSA Minimum Wage Violations**

**(Plaintiff against All Defendants)**

- 58. Defendants repeat and reiterate their responses to paragraphs "1" through "57" above of this Answer as if fully stated herein.

- 59. Defendants deny the allegations contained in Paragraph “59” of the Complaint.
- 60. Defendants deny the allegations contained in Paragraph “60” of the Complaint.
- 61. Defendants deny the allegations contained in Paragraph “61” of the Complaint.
- 62. Defendants deny the allegations contained in Paragraph “62” of the Complaint.
- 63. Defendants deny the allegations contained in Paragraph “63” of the Complaint.
- 64. Defendants deny the allegations contained in Paragraph “64” of the Complaint.
- 65. Defendants deny the allegations contained in Paragraph “65” of the Complaint.
- 66. Defendants deny the allegations contained in Paragraph “66” of the Complaint.

**Count 2. NYLL Minimum Wage Violations**

**(Plaintiff against All Defendants)**

66. Defendants repeat and reiterate their responses to paragraphs “1” through “66” above of this Answer as if fully stated herein.

- 67. Defendants deny the allegations contained in Paragraph “67” of the Complaint.
- 68. Defendants deny the allegations contained in Paragraph “68” of the Complaint.
- 69. Defendants deny the allegations contained in Paragraph “69” of the Complaint.
- 70. Defendants deny the allegations contained in Paragraph “70” of the Complaint.
- 71. Defendants deny the allegations contained in Paragraph “71” of the Complaint.
- 72. Defendants deny the allegations contained in Paragraph “72” of the Complaint.
- 73. Defendants deny the allegations contained in Paragraph “73” of the Complaint.

**Count 3. FLSA Overtime Wages Violations**

**(Plaintiff against All Defendants)**

73. Defendants repeat and reiterate their responses to paragraphs “1” through “73” above of this Answer as if fully stated herein.

74. Defendants deny the allegations contained in Paragraph “74” of the Complaint.

75. Defendants deny the allegations contained in Paragraph “75” of the Complaint.

76. Defendants deny the allegations contained in Paragraph “76” of the Complaint.

77. Defendants deny the allegations contained in Paragraph “77” of the Complaint.

**Count 4. NYLL Overtime Wages Violations**

**(Plaintiff against All Defendants)**

78. Defendants repeat and reiterate their responses to paragraphs “1” through “77” above of this Answer as if fully stated herein.

79. Defendants deny the allegations contained in Paragraph “79” of the Complaint.

80. Defendants deny the allegations contained in Paragraph “80” of the Complaint.

81. Defendants deny the allegations contained in Paragraph “81” of the Complaint.

82. Defendants deny the allegations contained in Paragraph “82” of the Complaint.

**Count 5. NYLL Spread of Hours Pay Violations**

**(Plaintiff against All Defendants)**

91. Defendants repeat and reiterate their responses to paragraphs “1” through “82” above of this Answer as if fully stated herein.

92. Defendants deny the allegations contained in Paragraph “92” of the Complaint.

93. Defendants deny the allegations contained in Paragraph “93” of the Complaint.

94. Defendants deny the allegations contained in Paragraph “94” of the Complaint.

**Count 6. NYLL Meal Time Violations**

**(Plaintiff against All Defendants)**

95. Defendants repeat and reiterate their responses to paragraphs “1” through “94” above of this Answer as if fully stated herein.

96. Defendants deny the allegations contained in Paragraph “96” of the Complaint.

97. Defendants deny the allegations contained in Paragraph “97” of the Complaint.

98. Defendants deny the allegations contained in Paragraph “98” of the Complaint.

99. Defendants deny the allegations contained in Paragraph “99” of the Complaint.

100. Defendants deny the allegations contained in Paragraph “100” of the Complaint.

**Count 7. NYLL Record-Keeping Violations**

**(Plaintiff against All Defendants)**

101. Defendants repeat and reiterate their responses to paragraphs “1” through “100” above of this Answer as if fully stated herein.

102. Defendants deny the allegations contained in Paragraph “102” of the Complaint.

103. Defendants deny the allegations contained in Paragraph “103” of the Complaint.

104. Defendants deny the allegations contained in Paragraph “104” of the Complaint.

105. Defendants deny the allegations contained in Paragraph “105” of the Complaint.

106. Defendants deny the allegations contained in Paragraph “106” of the Complaint.



**Count 8. NYLL Time of Hire Wage Notice Requirement Violations**

**(Plaintiff against All Defendants)**

107. Defendants repeat and reiterate their responses to paragraphs “1” through “106” above of this Answer as if fully stated herein.

108. Defendants deny the allegations contained in Paragraph “108” of the Complaint.

109. Defendants deny the allegations contained in Paragraph “109” of the Complaint.

110. Defendants deny the allegations contained in Paragraph “110” of the Complaint.

111. Defendants deny the allegations contained in Paragraph “111” of the Complaint.

**Count 9. Failure to Furnish Accurate Wage Statements in Violation of NYLL § 195**

**(Plaintiff against All Defendants)**

112. Defendants repeat and reiterate their responses to paragraphs “1” through “111” above of this Answer as if fully stated herein.

113. Defendants deny the allegations contained in Paragraph “113” of the Complaint.

114. Defendants deny the allegations contained in Paragraph “114” of the Complaint.

115. Defendants deny the allegations contained in Paragraph “115” of the Complaint.

116. Defendants deny the allegations contained in Paragraph “116” of the Complaint.

117. Defendants deny the allegations contained in Paragraph “117” of the Complaint.

118. Defendants deny the allegations contained in Paragraph “118” of the Complaint.

**AFFIRMATIVE DEFENSES**

*As and for a First Affirmative Defense*

Plaintiff fails, in whole or in part, to state claims upon which relief can be granted.

*As and for a Second Affirmative Defense*

Defendants acted in good faith and had reasonable grounds for believing that they acted properly in their pay practices with respect to Plaintiff and other employees.

*As and for a Third Affirmative Defense*

No act or omission of Defendants was willful, knowing or in reckless disregard of applicable law.

*As and for a Fourth Affirmative Defense*

All or some of the Plaintiff's claims are barred by the applicable statute of limitations.

*As and for a Fifth Affirmative Defense*

Plaintiff was completely and timely paid for all of the hours worked and Defendants are therefore not liable for any alleged failure to provide wage notices or wage statements.

*As and for a Sixth Affirmative Defense*

Plaintiff's claims are barred in whole or in part to the extent that the work he performed falls within exclusions, exceptions, or credits provided for in the Fair Labor Standards Act, the New York Labor Law, and their implementing regulations.

WHEREFORE, Defendants demand that the Complaint be dismissed in its entirety together with costs and such other and further relief as the Court deems just and proper.

Dated: Lake Success, New York  
July 3, 2019



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Andrew A. Kimler, Esq.  
Vishnick McGovern Milizio LLP  
*Attorneys for Defendants*  
3000 Marcus Avenue, Suite 1E9  
Lake Success, NY 11042  
[AGefen@vmmlegal.com](mailto:AGefen@vmmlegal.com)  
Tel. (516) 437-4385  
Fax (516) 437-4395

TO: THE HARRISON LAW FIRM, P.C.  
*Attorneys for Plaintiff*  
38-08 Union Street, Suite 11A  
Flushing, New York 11354  
[bwh@heboya.com](mailto:bwh@heboya.com)  
Tel. (866) 943-2692  
Fax (866) 943-2692